

**This Joint Development Agreement (JDA) by and among Badger State Solar LLC (Badger State), an affiliate of Ranger Power, LLC, and Jefferson County, Jefferson Township, and Oakland Township, both of which are located within Jefferson County, Wisconsin (collectively the “Local Governments”). Badger State and the Local Governments are referred to as The Parties herein.**

**RECITALS:**

Badger State Solar, LLC (Badger State) desires to develop, construct and operate an up to 149 megawatt (MW) solar photovoltaic electrical generating facility with necessary associated facilities such as underground power collection lines, access roads, operating and maintenance facility, electrical substation and overhead transmission line connection in Jefferson County (“the Project”), which include Jefferson Township and Oakland Township.

1. The Parties agree that it is in the best interests of each to memorialize the rights, obligations and responsibilities of the Parties with respect to the Project's use of County and Town roads, rights-of-way and drainage systems during construction and operation of the Project.
2. The Parties further agree the below Agreement is the product of joint negotiations and its primary purpose is to foster cooperation and good-faith dealing.
3. The Parties agree that the Project is under the jurisdiction of the Public Service Commission of Wisconsin (PSCW.)
4. All time periods listed below in the Agreement are based on calendar days.
5. The term “facility” or “facilities” as used in this Agreement includes, but is not limited to, the solar photovoltaic electrical generating facility which is the subject of this agreement, including all necessary associated facilities described above, and all project components related to the Project, except for fences, landscaping, and access roads as applicable.
6. Any amendment to this agreement, including but not limited to, changes to operations or facilities, must be negotiated among the parties and agreed to by mutual consent of all parties which shall be in writing and incorporated into this agreement.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the Parties to this Agreement hereby stipulate and agree as follows:

7. **Planning and Construction Phase:** The Parties understand and agree that approval of the Project is solely under the jurisdiction of the Public Service Commission of Wisconsin (PSCW) and that the Project’s preliminary site plans are subject to approval from the PSCW

for substantive site design changes. Parties further agree that no Local Government shall require changes to the Project absent PSCW's request for such changes unless there is a change in law which authorizes Counties and local units of government to enforce laws and ordinances which they were prevented from enforcing by state law at the time this agreement was executed.

1.

- a. Planning Phase: Upon request from a Local Government, Badger State shall within 3 days of any request, provide proposed plans for above ground facilities and below ground facilities of the Project and proposed equipment haul routes. The Project shall provide updated exhibits after issuance of a Certificate of Public Convenience and Necessity by the PSCW.
- b. Pre-Construction Schedule: The Project will provide the Local Governments relevant site plans, construction timelines, and other relevant construction information at least seventy-five (75) days prior to the start of construction to allow the Local Governments an opportunity to review and comment on construction information. To the extent necessary, the Project reserves the right to provide amended site plans, construction timelines, and other relevant construction information prior to the start of construction which shall be provided to Local Governments within three (3) days of amended plan completion.
  1. Members from the Project's construction team will attend a pre-construction meeting with Jefferson County staff at a mutually agreeable date not less than forty-five (45) days prior to the start of construction. The Parties will ensure that representatives from Jefferson Township and Oakland Township will be invited to this pre-construction meeting.
  2. Notwithstanding the Project's obligations in Sections 2 and 3 below, the Project shall commission a report by a subject matter expert which will document the condition of existing infrastructure (e.g. roads and culverts) and provide such report to the Local Governments not less than forty-five (45) days prior to the start of construction activities.
  3. The Project shall provide Jefferson County staff with Glare, Sound, and Electromagnetic Frequency and Storm water studies which were previously submitted in conjunction with the PSCW's, CPCN review process as well as any other studies which have been completed related to the development of the Project.
  4. The Project shall obtain approval from the Jefferson County Highway Department or appropriate local jurisdiction for all field access points to a public road under the County's jurisdiction or appropriate local jurisdiction. The Project shall repair and/or replace all culverts that have been damaged or removed during the construction process to their

preconstruction condition, unless a culvert is deemed redundant or unnecessary as a result of final engineering.

2. **Project's Use of Roads and Road Repair Obligations:**

The Project shall document pre-construction conditions of anticipated road crossings and anticipated impact on traffic during construction on, County Road G, County Road J, and Perry Road. The Project shall commission (1) a report prepared by a subject matter expert to record pre-construction conditions and (2) a report prepared by a subject matter expert to record anticipated post-construction conditions and provide such reports to the Local Governments. These reports will include video documentation and will be provided forty-five (45) days prior to the start of construction.

- a. The Project shall reasonably maintain the traveled surface and infrastructure on County Road G, County Road J, Perry Road and Highway 18, in safe condition consistent with state and county standards for such roads throughout the construction period and will not wait until construction completion to address maintenance issues or potentially hazardous conditions. The Project shall document road infrastructure maintenance on County Road G, County Road J, and Perry Road and provide status reports to Jefferson County on an as-needed basis, and within ninety (90) days of the Project reaching its Commercial Operation Date. For purposes of this Agreement, the Commercial Operation Date shall be the date designated by the Project in its written notice to the County (the "Commercial Operation Date Notice").
- b. At the completion of construction, and to the extent any damage as occurred as a direct result of the Project, the Project shall return County Road G, County Road J, and Perry Road used to transport equipment and personnel to a level comparable to their pre-construction condition, or alternatively compensate the Local Governments collectively to repair County Road G, County Road J, and Perry Road to the level comparable to their pre-construction levels within 30 days following completion of Project unless waived by the local government with jurisdiction over the road.
- c. The roads stated in this section will be the exclusive County and Town/Local roads authorized to be used for this Project. If Badger State needs to use County/Town/Local roads not listed herein, Badger State must negotiate such use with all affected parties/governments.

3. **Project's Drainage Repair Obligations:**

- a. The Project shall document the conditions of anticipated drainage crossings.
- b. The Project shall commission a report prepared by a subject matter expert to record pre-construction conditions and a report to record post construction

conditions and provide such reports to the Local Governments including the Jefferson County Drainage District. These reports will include video documentation and will be provided thirty (30) days prior to construction.

- c. Prior to the commencement of construction, Project will consult with the Jefferson County Drainage District and the Jefferson County Land and Water Conservation Department for review and comment prior to submitting final design plans to Jefferson County for the items identified above in Section 1, Item B.
- d. The Project shall have ninety (90) days from the completion of construction to provide Jefferson County with a plan in which to (a) remedy damage to public drainage infrastructure, if any, within the project footprint, caused by construction activities that negatively impact drainage systems, and if applicable, (b) compensate the applicable Local Governments to repair such public drainage infrastructure to a level comparable to the pre-construction level.
- e. If existing drainage ditches are determined to be navigable by the Wisconsin Department of Natural Resources, the Project shall ensure its design plans will contain a **(Distance TBD)** from the ordinary high water mark to all above ground facilities(not including fences and access roads) unless smaller setbacks are agreed to under Jefferson County Shoreland Zoning review.. For drainage ditches that are not deemed navigable, as further set forth in Section 6, Item A below, there shall be at least a 20-foot setback from the ordinary high water mark to above ground facilities. The setback for all drainage ditches to fences shall be 20 feet. The Project agrees to comply with the Jefferson County Zoning Ordinance regarding the restrictions on removing vegetation within 75 feet of the ordinary high water mark along any navigable drainage ditch or waterway except for access roads.
- f. The Project agrees to maintain any existing drainage system on all property with facilities to the extent necessary for proper drainage of the property and to protect and prevent drainage on public property and roads as well as other private property.

4. **Allocation of Utility Shared Revenues Proceeds Between Local Governments:**

- a. Badger State Solar is subject to taxation under Chapter 76 of Wisconsin Statutes, which requires payment of a generator license fee<sup>1</sup>. The Utility Shared Revenue program is the program by which the Wisconsin Department of

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<sup>1</sup> The Project will be subject to the generator license fee under Wisconsin Statutes §§ 76.28 and 76.29.

Revenue (“DOR”) distributes some of the revenues collected under the generator licensee fee to counties and municipalities.

- b. Based on the Wisconsin Utility Shared Revenue program, The Parties estimate the Project will generate up to \$596,000 annually over its useful life in general, unrestricted aid<sup>2</sup> that may be used for any activity approved by the local governing body. The Local Governments hereby agree among themselves that such amounts may be distributed by the State of Wisconsin as follows:
  1. Up to \$248,333 annually for Jefferson Township and up to \$248,333 annually for Oakland Township (\$1,667 per MWac installed in each Township) and
  2. Up to \$347,667 annually for Jefferson County.
- c. The anticipated Utility Shared Revenue Payment amounts compare favorably to the current property tax revenues generated from the land that will be used for the Project.
- d. Despite the increase in County and Township tax revenues as set forth above, Parties acknowledge there may be an annual reduction in property tax revenue in the amount of approximately [\$5,000] because the land located in the Primary Project Area, as depicted in the Certificate of Public Convenience and Necessity Application (“Primary Project Area”) will be removed from local property tax rolls as Badger State Solar is subject to taxation under Chapter 76 of Wisconsin Statutes.
  1. The total property tax obligation for 100 percent of the parcels in the Primary design area in 2018 is approx. [\$18,000]<sup>3</sup>. The assessments for these properties include cultivated land and improvements, such as houses and other structures which will not become part of the Project and are anticipated by the Parties to remain on local property tax rolls. The [\$18,000] is broken down as follows:
    1. Property tax on improvements is estimated at approx. [\$13,000].
    2. Property tax on unimproved real property is estimated at approx. [\$5,000]

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<sup>2</sup> From the Wisconsin Legislative Fiscal Bureau's, Informational Paper 18, Shared Revenue Program (County and Municipal Aid and Utility Aid, dated January 2019), page 1: *"The state provides general, unrestricted aid to counties and municipalities through several programs. Unlike categorical aid, which must be used for a specific purpose, unrestricted state aid can be used for any activity approved by the local governing body. Typically, the aid is commingled with the local government's other revenues and is not directly tied to any specific function. As such, it supplants other types of revenues that would otherwise be raised to fund the local government's functions."*

<sup>3</sup> Subject to confirmation by Jefferson County

- e. Parties acknowledge that Jefferson County School District and MATC currently receive property tax revenue in the amounts of [\$2,700]/year and [\$270]/year, respectively from land located in the Primary Project Area through property tax payments, but they do not directly receive such Utility Shared Revenue Payments.
- f. In the future event that Jefferson County is no longer able to collect property taxes in the approximate amount of [\$5,000], the Project hereby agrees to pay such portions of property tax that would have otherwise been distributed to Jefferson School District and MATC, directly to the Jefferson County School District and MATC, in the amounts of \$2,700/year and \$270/year respectively, with a 1.5% per year escalator, during the useful life of the Project.
- g. If a change in law results in the elimination of the Utility Shared Revenue program, but the land used by the Project is not returned to the applicable taxing jurisdiction's property tax rolls – **Language TBD**

5. **Assurances:**

- a. Assurances in Support of this Agreement During the Project's Operations:
  - 1. The Project shall, at its discretion, deposit Fifty Thousand Dollars (\$50,000), post a Bond in said amount, or provide a Letter of Credit in said amount with or to Jefferson County, a quasi-municipal corporation, and the Townships in support of the terms and conditions of the Project set forth in this Agreement prior to Project's commencement of operations; and
  - 2. The Project shall, at its discretion, deposit an additional One Hundred Thousand Dollars (\$100,000), post a Bond in said amount, or provide a Letter of Credit in said amount with or to Jefferson County, a quasi-municipal corporation, and the Townships in support of the terms and conditions of the Project set forth in this Agreement which shall remain in place during operations of the Project.
- b. Assurances in Support of Decommissioning:
  - 1. The Project shall, at its discretion, deposit One Million Dollars (\$1,000,000), post a Bond in said amount, or provide a Letter of Credit ("The Decommissioning Assurance") in said amount with or to Jefferson County, a quasi-municipal corporation, and the Township where the facility is located, or proposed to be located, prior to the start of the Project's construction, but only if no such equal assurance is posted with the Wisconsin Public Service Commission or pursuant to the Certificate of Public Convenience and Necessity;

2. As part of its CPCN obligations, the Project will create and share with the PSCW a decommissioning plan at the 15th anniversary of the commencement of the Project's operations;
3. If it is determined through the decommissioning plan that the cost of decommissioning shall exceed the above \$1,000,000 Decommissioning Assurance, the Project shall increase the amount of the Decommissioning Assurance to the amount of the expected cost of equipment removal, minus estimated salvage costs for the Project.
4. If it is determined through the decommissioning plan that the cost of decommissioning shall not exceed the above \$1,000,000 Decommissioning Assurance, the Project shall have the discretion to decrease the amount of the Decommissioning Assurance to an amount to be not less than the amount of the expected cost of equipment removal, minus estimated salvage costs for the Project.

6. **Setbacks, Equipment Height, Vegetation, and Fencing:**

a. Project Setbacks:

1. The Project design shall incorporate a minimum (Distance TBD) setback to all above ground project components from non-participating residences, and at least a **(Distance TBD)** setback from property line of non-participating residences
2. Watercourses: the Project shall maintain a **(Distance TBD)** setback to all above ground project components (excluding fences and access roads) from water if deemed "navigable" by the Wisconsin Department of Natural Resources or if a smaller setback is agreed to under Jefferson County Shoreland Zoning review. If not deemed "navigable", this setback will not apply.
3. Public Drainage Ditches: If drainage ditches are determined to be navigable by the Wisconsin Department of Natural Resources, the Project shall ensure its design plans will contain a **(Distance TBD)** setback from the ordinary high water mark to all above ground facilities (excluding fences and access roads) unless a smaller setback is agreed to under Jefferson County Shoreland Zoning review. Drainage ditches that are not deemed navigable, shall have at least a 20-foot setback from the ordinary high water mark to all above ground

facilities. The setback from all drainage ditches to fences shall be 20 feet. The Project agrees to comply with the Jefferson County Zoning Ordinance regarding the restrictions on removing vegetation within 75 feet of the ordinary high water mark along any navigable drainage ditch or waterway (except access roads).

4. Property Boundaries: the Project shall maintain a 20 foot setback from property lines of non-participating land owners to all above ground project components (excluding fences and access roads), with no minimum setback from property lines of participating landowners.
5. State Trunk Highway 89: the Project shall maintain a 70 foot setback from the end of the Right of Way or 140 feet from the center of the traveled portion of the road to all above ground project components (excluding fences and access roads), whichever is greater.
6. U.S. Highway 18: the Project shall maintain a 70 foot setback from the end of the Right-of-Way or 140 feet from the center of the traveled portion of the road to all above ground project components (excluding fences and access roads), whichever is greater.
7. Jefferson County Highway G: the Project shall maintain a 50 foot setback from the end of the Right-of-Way or 85 feet from the center of the traveled portion of the road to all above ground project components (excluding fences and access roads), whichever is greater.
8. Jefferson County Highway J: the Project shall maintain a 50 foot setback from the end of the Right-of-Way or 85 feet from the center of the traveled portion of the road to all above ground project components (excluding fences and access roads), whichever is greater.
9. Jefferson County Highway Q: the Project shall maintain a 50 foot setback from the end of the Right-of-Way or 85 feet from the center of the traveled portion of the road to all above ground project components (excluding fences and access roads), whichever is greater.
10. Perry Road: the Project shall maintain a 50 foot setback from the end of the Right-of-Way or 85 feet from the center of the traveled portion of the road to all above ground project components (excluding fences and access roads), whichever is greater.

b. Sound Impacts:

1. The Project will comply with state standards and Jefferson County sound impact standards set forth in the Jefferson County Zoning

Ordinance for the zoning district where the Project is located, which include maximum sound levels attributable to the facility during daylight and evening hours.

c. Equipment Height:

1. The height of the Project's equipment shall be no higher than the twelve (12) foot maximum panel height (with the exception of the project substation), which is to be measured at the apex when the tracker is at its maximum tilt in early morning or late evening.

d. Under-Panel and Inter- Row Vegetation: Perennial vegetation mix comprised of a native grass species will be planted under the panels and between rows in the manner set forth below. Project planting density and vegetation shall be as stated in the Vegetation Management Plan, PSC #374938.

1. In order to control potential invasive and/or noxious weed species which have the potential to impact neighboring properties, the Project will implement an annual vegetation management regimen which will consist of mowing as necessary and selective practices to control noxious weeds, including but not limited to the use of approved herbicides.
2. The Project will explore the use of grazing animals such as sheep for its annual vegetation management regimen. If grazing animals are planned, then the Project shall adhere to provisions in the Jefferson County Zoning ordinance related to animal number limits as well as standards regarding animals kept for at least 90 days in any 12-month period (Livestock Siting). The Project will work with landowners participating in the Farmland Preservation Program to ensure they have what they need to meet program requirements for pastures and nutrient management planning. The Project will follow a Natural Resource Conservation Service-Wisconsin prescribed grazing plan. If grazing animals are used, the project agrees to notify the Planning and Zoning Department within 5 days of the animals arriving on the property to provide the department with the type of animals and location of animals, the number of animals and the length of time the animals will remain on the property.

e. The Vegetative Buffer:

1. For adjacent, non-participating landowners whose primary residence has a direct view of solar arrays, the Project will fund a vegetative buffer that provides a natural visual transition. This will consist of a

Prairie-style aesthetic made up of native grasses and flowering plants. This planting shall, at the least, encompass that area between the property line and the fence line of the Project. These plantings will reach a height of three to five feet. Additional visual transition vegetative plantings beyond the Prairie-style aesthetic may be discussed and agreed upon on a case by case basis with the individual non-participating landowners. Project planting density shall be as stated in the Vegetation Management Plan, PSC #374938.

2. The Project will maintain any areas between fence line and property boundaries that are not being actively farmed by participating landowner with prairie grass (pollinator habitat, comprised of long stem grass and flowering plants).

f. Fencing:

1. The Project shall install deer fencing around the solar equipment at the height of 7 feet or a height mandated by the PSCW to mitigate changes to the aesthetics of agricultural landscape and to prevent larger animals from gaining access to solar equipment. In the event of a conflict between a height of 7 feet or a height mandated by the PSCW, the height mandated by the PSCW shall control.
2. The fencing specified for the project will have openings large enough to allow the safe passage of small mammals.
3. The Project shall include areas where larger wildlife such as deer will have crossings or passage at locations where wildlife trails are located, along stream and drainage corridors, and at other locations as needed. The Department of Natural Resources Wildlife Biologist should be contacted to provide guidance on locations and a plan shall be provided to the Jefferson County Land and Water Conservation department before construction of any fencing.
4. The Project's substation fence may utilize chain link and barbed wire, as required by electrical code.

- g. Aesthetics: The Project shall maintain all facilities in a manner to preserve the aesthetics of all facilities including, but not limited to, not allowing equipment or fencing to deteriorate or remain in a state of disrepair within view of the public or adjoining land owners.

7. **Assignment of Interest.** Badger State shall have the sole and exclusive right to sell, assign, or lease any or all portions of its Project to any non-party entity at any time and without notice to the Local Governments. In such event, such non-party entity shall, with

Badger State or, in the event of total sale, assignment or lease, the new owner of the Property, shall have the same rights and obligations as Badger State as set forth in this Agreement, to operate the Project in, along, under, and across the same road rights-of-way and drainage systems. Badger State, its successors or assigns, shall, at all times and at its sole expense, maintain the Project in good condition and repair. Badger State shall also have the sole and exclusive right (without any consent from the Local Governments required) to collaterally assign its interest in this Agreement to any parties providing debt, equity or other financing for the Project to Badger State or any of its affiliates. For the avoidance of doubt, no direct or indirect change in control of the ownership interests of Badger State Solar, LLC, or any sale of direct or indirect ownership interests in the Badger State Solar, LLC (including any tax equity investment or passive investment) shall constitute an assignment requiring the consent of the Local Governments under this Agreement.

8. **Cooperation.** Badger State and the Local Governments agree to communicate and cooperate in good faith concerning the safe construction and operation of the Project and preventing or correcting any adverse conditions that may be created by the Project.

9. **Indemnification.** Badger State agrees to defend, indemnify, and hold harmless the Local Governments and their supervisors, trustees, administrators, employees, and representatives (collectively the "Indemnified Parties") against any and all losses, damages, claims, expenses, including reasonable attorneys' fees, and liabilities for physical damage to the property of the Local Governments and for physical injury to any person, to the extent the same is a result of any activities or operations of Badger State, its agents and employees, for the performance or non-performance of its duties pursuant to this Agreement except to the extent such physical damage to property or physical injury to persons is caused by the negligence or intentional misconduct of the Local Governments. Furthermore, Badger State agrees to defend, indemnify, and hold harmless the Indemnified Parties from any third party claims arising out of terms and conditions of this Agreement, except to the extent that such claims are caused by the negligence or intentional misconduct of the Local Governments. This indemnification obligation shall survive the termination of this Agreement.

10. **Insurance.** Badger State shall at all times during construction and operation of the Project maintain a broad general liability insurance policy commensurate with industry standards. Certificates of insurance will be provided to the Local Governments upon request.

11. **Compliance with Laws.** Badger State shall at all times comply in all material respects with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments, and other valid orders of any government authority with respect to its activities associated with the Project and shall obtain all material permits, licenses, and orders required to conduct any and all such activities.

12. **Entire Agreement:** This Agreement, including all Exhibits and other documents and agreements referenced herein, constitutes the Entire Agreement among the parties hereto in respect to the Project. However, this Agreement shall be deemed and read to include and incorporate all of the Exhibits hereto and any related approvals of the Local Governments. In the event of a conflict between this Agreement, any related approvals by the Local Governments, or the PSCW,

the PSCW's requirements shall be deemed controlling. No modification, waiver, amendment, or change of this Agreement shall be valid unless the same is in writing and signed by the parties.

13. **Relevant Law.** Any and all disputes arising under this Agreement and/or relating to the actual development and/or construction of the Project shall be resolved pursuant to the laws of the State of Wisconsin.

14. **Disputes.** The Project will have sixty (60) days from the time in which the County notifies it of any dispute related to this Agreement to 1) make a determination of its validity, and if so determined to be valid, or 2) provide a plan in which to reasonably remedy such Complaint. In the event such a dispute cannot be resolved after steps 1) or 2) above, the County shall provide written notice of said dispute to the Project within fifteen (15) days after the occurrence of steps 1) or 2) ("Notice of Dispute"). The Notice of Dispute shall include a description of the nature of the dispute and the remedy sought by the County. The Parties shall endeavor to resolve the Dispute by mediation with a mediator mutually acceptable to the Parties. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) days, or as soon thereafter as possible, of the issuance of a Notice of Dispute. The costs of the mediator shall be equally shared by the Parties. All Disputes which are not resolved by good faith discussions or mediation shall be resolved in Jefferson County, Wisconsin by arbitration with a single arbitrator mutually acceptable to the Parties. If the Parties cannot agree on an arbitrator, either party may petition the Jefferson County Circuit Court for appointment of an arbitrator. Such arbitration shall be in accordance with Wis. Stat. Chapter. 788 Arbitration in effect at the time of the Dispute.

15. **Notices.** Notices, requests, demands, and other communications shall be sent to the following addresses:

*If to Badger State:*  
Badger State Solar, LLC

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*If to Jefferson County:*  
County Administrator

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*If to Township of Jefferson:*  
Town Board Chair

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*If to Township of Oakland:*  
Town Board Chair

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All notices shall be in writing. Any notice shall be deemed to be sufficiently given (i) on the date, if delivered in person; (ii) five (5) days after being sent by United States registered or certified mail, postage prepaid, return receipt requested; or (iii) on the next Business Day if sent by overnight delivery service (*e.g.* Federal Express) to the notified Party at its address set forth above. These addresses shall remain in effect unless another address is substituted by written notice. Notices may be sent via email transmission the email addresses provided, however, notice sent via email shall be followed by notice delivered by personal service or by registered or certified mail, return receipt requested, or by overnight delivery.

**FOR BADGER STATE SOLAR, LLC:**

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**FOR JEFFERSON COUNTY:**

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**FOR TOWNSHIP OF JEFFERSON:**

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**FOR TOWNSHIP OF OAKLAND:**

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DRAFT

# Our Guiding Principles

Guiding principles are those values that direct an organization throughout its life in all circumstances, irrespective of changes in its goals, strategies, type of work, or leadership. *As our population increases,*

- 1. ~~As our population increases,~~ We will work to maintain the "small town feel" that is part of what defines Jefferson County.*
- 2. We will value conservation and our natural resources. We are respectful stewards of our finite natural resources.*
- 3. We will manage County resources in a financially prudent manner.*
- 4. We will make policy decisions in an open and transparent manner.*
- 5. ~~Our staff is not just a means to an end but people with ideas and abilities.~~ We will manage our human capital with the same amount of responsibility as we do other aspects of our business. *Our staff is not just a means to an end but people with ideas and abilities.**
- 6. ~~Collaboration is important to our future success.~~ We will encourage collaboration among departments, in our towns, cities and municipalities and in our region.*
- 7. We will work to find a balance between preserving our agricultural heritage with business and residential development.*
- 8. ~~We are committed~~ *will commit* to the health and well-being of all our stakeholders.*



# JEFFERSON COUNTY GOALS - 2019 – 2027

## MARCH 2019

GOAL 1: ~~JEFFERSON COUNTY IS COMMITTED TO GROWTH THAT IS BEYOND STATE AVERAGES AND HELPS TO ENHANCE A POSITIVE FISCAL POSITION.~~

**JEFFERSON COUNTY IS COMMITTED TO SUSTAINABLE GROWTH THAT IMPROVES THE LIVES OF OUR RESIDENTS AND OTHER STAKEHOLDERS AND CREATES A MORE POSITIVE FISCAL ENVIRONMENT.**

### BUSINESS

- Build a process that will attract new business ~~(and ultimately , workers and residents)~~ to the County
  - Attract, retain and develop new business
  - Business markets focus on research, technology and advanced manufacturing
  - Create an economic environment that allows for strong income levels
  - Keep pace with advancing technologies
- Develop broadband to ensure/improve coverage of digital data county wide
  - Expand access to and choices for broadband Internet throughout the county by pursuing funding options and collaborations with business, Internet service providers and other local governments

### AGRICULTURE

- Support and sustain our agricultural economy including:
  - ag-tourism
  - farm-to-table initiatives
  - emerging farm markets
  - keeping current with agricultural technologies and production trends
  - Create a balance between preserving AG agricultural lands and development.

### AFFORDABLE HOUSING

- Assess the overall housing market ~~in Jefferson~~
- Work with local cities, municipalities and developers to develop more affordable housing ~~in Jefferson~~.
- Work with municipalities and developers to encourage the maintenance, development and re-development of housing, ~~county wide~~.

## WORKFORCE

- Create a workforce development plan that includes:
  - Create jobs that pay at a minimum, a living wage
  - Engage with A workforce development to attract workers to Jefferson County

## BALANCED GROWTH

- Develop methods for conservation, sustainability and resource preservation
- A balanced approach to rural and urban development

## EDUCATE

- Foster an educational atmosphere that provides a sound foundation for all children and adults
  - Birth -3
  - K-12
  - Higher education
  - Lifelong education
- Work with adjacent universities and technical schools on workforce growth and retraining initiatives.
- Cooperate with a school system that attracts families and helps to build Jefferson County's reputation and maintain property values
- Foster an educational atmosphere that benefits both our youngest and oldest residents

## GOAL 2: JEFFERSON COUNTY HAS DEVELOPED A TRANSPORTATION AND INFRASTRUCTURE PLAN:

### TRANSPORTATION

- Develop a plan for transportation that develops a reliable and connected system of highways, state roads, trails and sidewalks:
  - Takes advantage of County Hwy 26, a major north/south corridor and its location along 1-94 between Milwaukee and Madison
  - Develops inter-county transportation – busses, taxi's/Uber that supports business, parks and open spaces
  - Creates a countywide system of trails
  - Works with housing and business developers to ensure good access to businesses in the county and supports residential areas including sidewalks
  - Encourage and support tele-commuting through expansion of Broadband internet availability and affordability.

### INFRASTRUCTURE

- A plan to:
  - Create a timeline and budget to update build county facilities

- Preserves historically significant buildings
- Supports attraction of new business: and cultural, restaurant and retail facilities
- Infrastructure that supports commerce and agriculture

**GOAL 3: ENSURE SAFETY, PUBLIC SERVICE AND WELL-BEING FOR ALL RESIDENTS OF JEFFERSON COUNTY**

**SAFETY AND PUBLIC SERVICE**

- Define and develop opportunities for shared services with public and private partners
- ~~On going public education~~ Educate the public on safety issues for all residents
- Ensures that all residents are safe, having shelter and food needs are met

**HEALTH AND WELL-BEING**

- Encourage and support the physical and mental health of residents through the mission of Health and Human Services Departments
  - Look to develop proactive programs
- Provide and promote quality outdoor recreational opportunities, essential health services and access to health care.

**GOAL 4: EXPAND COMMUNICATION ABOUT JEFFERSON COUNTY TO IMPROVE AWARENESS, INCREASE TOURISM AND ATTRACT WORKERS AND NEW RESIDENTS**

**MARKETING AND COMMUNICATIONS**

- Develop a marketing plan that:
  - Informs people in throughout the county, state and nationally about the many offerings in Jefferson County both county wide and within cities, municipalities and rural and park lands – by market sector
  - ~~Defines information~~ Informs for tourists wanting to visit the county
  - Updates website to create a visual presence
  - Considers the appropriate social media outlets for promotion

**INTERGOVERNMENTAL RELATIONS**

- Create a process for countywide collaboration through ongoing and consistent communication with cities and municipalities throughout the county
- Cooperate with surrounding counties in development along transportation routes and define ways to do this in a consistent and productive manner
- Develop a Smart Growth plan, that aligns with the County strategic plan and defines:

- strategic land-use plans
- zoning plans
- regulatory policies that are clear and fairly managed
- ~~Work as P-planning and zoning teams across the county work together~~ to develop methods for conservation, sustainability and resource preservation and improve coordination of plans and economic development
- ~~Ensure that all~~ Assist cities and municipalities to have growth plan or goals that align with County's strategic plan

**GOAL 5: JEFFERSON COUNTY IS KNOWN FOR ITS NATURAL RESOURCES AND PARKS AND IS A GREAT PLACE TO LIVE WORK AND PLAY.**

Focus on maintaining a high quality of life through support of:

- A wide variety of entertainment, restaurant, shopping and cultural opportunities.
- Inclusive social interactions and community events.
- Safe cities and country sides.
- Top-notch school systems.
- High quality outdoor recreational opportunities.
- A vibrant small-town atmosphere. (REMOVE ALL END PERIODS IN THIS SECTION)

**Live**

- Understand and explore housing development
- Work with developers to create a realistic housing plan

**WORK**

- Create a workforce development plan that includes:
  - Working with local universities and tech colleges in developing workforce program
  - Engage Interact with statewide workforce boards to participate in workforce initiatives and programs
  - Engage businesses county wide to participate in workforce initiatives
  - Work in conjunction with JCEDC

**PLAY**

- Focus is on a high quality of life through:
  - Diverse entertainment and cultural experiences
  - Outstanding parks and network of open space
  - Recreational activities
  - Promotion and development of the Glacial Heritage Area

**ORDINANCE NO. 2012-06**

**Recreating the Civil Service Ordinance for full-time and part-time Deputy Sheriffs,  
Detectives, Sergeants, Captains and Chief Deputy**

THE COUNTY BOARD OF SUPERVISORS OF JEFFERSON COUNTY DOES  
HEREBY ORDAIN AS FOLLOWS:

The Civil Service Ordinance (Ordinance No. 2010-21) is hereby repealed and recreated as follows to incorporate the ability to hire external (not currently Jefferson County employees) candidates for the Chief Deputy position:

**SECTION 1. PURPOSE.** This ordinance is intended to bring qualified persons into county law enforcement work by a system of competitive examinations and to ensure continuity in county law enforcement work by virtue of a permanent appointment as deputy sheriff under a civil service ordinance as set forth in sec. 59.26(8) and Chapter 63, Wisconsin Statutes.

**SECTION 2. COMMISSION.**

- A. There is hereby established a County Civil Service Commission with the duties, functions and authority set forth in sec. 59.26 and Chapter 63 of the Wisconsin Statutes.
- B. Such Commission shall consist of five (5) members, all of whom shall be legal residents of Jefferson County. Appointments shall be made on the basis of recognized and demonstrated interest in, and knowledge of the problems of civil service. No person holding any elected or appointed public position or office of any sort in Jefferson County government shall be appointed thereon.
- C. The Jefferson County Administrator shall appoint members of the Commission, subject to confirmation by the County Board. The office of a commissioner shall be deemed vacant upon the happening of any of the following events:
  1. Death of the incumbent.
  2. Resignation of the incumbent in writing.
  3. Removal of the incumbent by the County Board.
  4. Ceasing to be a resident of Jefferson County.
- D. In the month of December of each year immediately preceding the expiration of the term of office of any such commissioner, the County Administrator shall appoint one member of such Commission to hold office for the term of five (5) years from the first day of January next succeeding the appointment and until a successor is elected and is qualified. Appointment to vacant positions shall be for the remainder of the original term.

- E. Each member of the Commission shall take and file the official oath.
- F. Each member of the Commission shall receive such compensation as the County Board shall determine.
- G. The Commission shall organize and elect a chairperson whose term of office shall be one (1) year and shall elect a secretary whose term of office shall be one (1) year. Such chairperson and secretary shall serve until election of a successor. The secretary shall cause the minutes of the proceedings of the Commission to be preserved in a proper record book.
- H. Nothing herein shall be construed as to affect the appointment or terms of the present commissioners.

**SECTION 3. DUTIES OF THE COMMISSION.** It shall be the duty of the Commission:

- A. To prepare and publish such rules and regulations to carry out the provisions of this ordinance as may be necessary to secure the best law enforcement service for the County.
- B. To receive applications and conduct examinations of applicants for positions in the Sheriff's Office of Jefferson County with such frequency as may be necessary to maintain an eligibility list sufficient to meet the needs of the Sheriff's Office.

**SECTION 4. RECRUITMENT.**

- A. The following classifications are created within the Jefferson County Sheriff's Office: Chief Deputy, Captain, Sergeant, Detective, and Deputy Sheriff.
- B. In addition to requirements under Section 6, Promotions, no person shall be eligible to apply for or be appointed to the positions covered by this ordinance after November 1, 2010, unless:
  - 1. The applicant is a citizen of the United States.
  - 2. The applicant has a minimum of sixty (60) college credits or has three (3) years experience as a paid full-time law enforcement officer (civilian or military).
  - 3. Persons employed in the classifications subject to this ordinance shall meet the training standards set by the Department of Justice, Wisconsin Law Enforcement Standards Training Board as a Wisconsin Certified Law Enforcement officer within 12 months of employment.
  - 4. The applicant is at least eighteen (18) years of age.
  - 5. There is no specific measurement set for height and weight relationships. They shall be in proportion and shall be considered by the medical examiners in determining the applicant's physical fitness for the position. In addition, all new hire Deputy Sheriff applicants shall be required to pass a physical agility test.

6. The applicant shall not have been convicted at any time or any place of a felony, unless the judgment or conviction has been reversed or a complete pardon has been granted.
  7. Visual acuity must be corrected to 20/20.
  8. The applicant must possess a valid Wisconsin driver's license at the time of appointment.
- C. Deputy Sheriff positions. Notice of the date, time and place for conducting written examinations and notice as to the open Deputy Sheriff positions, the necessary qualifications and where applications may be filed shall be published in the County's official newspaper. Such notice shall also be given to schools within this state which confer police science degrees as well as law enforcement websites designed for advertising openings/hiring processes for law enforcement personnel, such as the Department of Justice's WILENET website.
- D. Detective. At least fourteen (14) days prior to the commencement of the examination process, the Sheriff shall post a notice on the bulletin board, which notice shall identify the opening and classification, along with the salary range. Such notice shall contain the names of those persons within the Sheriff's Office eligible to write the examination. Eligible sworn staff intending to participate in the examination process shall so indicate in writing by placing their signatures next to their names on the eligibility list.
- E. Supervisory positions of Sergeant and Captain. At least fourteen (14) days prior to the commencement of the examination process, the Sheriff shall post a notice on the bulletin board, which notice shall identify the supervisory and/or administrative opening and classification, along with the salary range. Such notice shall contain the names of those persons within the Sheriff's Office eligible to write the examination. Eligible sworn staff intending to participate in the examination process shall so indicate in writing by placing their signatures next to their names on the eligibility list.
- F. Chief Deputy Position – In addition to meeting the posting requirements for other Supervisory positions, at least thirty (30) days prior to the commencement of the examination process, the Sheriff shall publish a notice of the Chief Deputy vacancy containing the required qualifications for the position in the county's official newspaper, other state and regional newspapers, as well as law enforcement websites designed for advertising openings/hiring processes for law enforcement personnel.
- G. All candidates for full-time positions in the classifications of Chief Deputy, Captain, Sergeant, Detective, and Deputy Sheriff shall file a written application with the Jefferson County Human Resources Department upon forms designated. Vacancies in classifications other than those set forth hereinabove shall be filled pursuant to the Jefferson County Personnel Ordinance and shall not be covered by this ordinance.

- H. Jefferson County is an Equal Opportunity Employer. No person employed by the Jefferson County Sheriff's Office, nor any person seeking admission thereto, shall be discriminated against contrary to the provisions of Ch. 111, Wisconsin Statutes.

**SECTION 5. EXAMINATION.**

- A. The Commission shall conduct competitive written and oral examinations. The Commission shall establish passing grades for each phase of examination prior to each phase thereof.
- B. The first stage of the testing procedure will be a written examination, administered and proctored by the Commission or its designee. The test used shall be the current test certified for use by the Commission or its designee. The tests used must be validated and job-related.
- C. The Sheriff's Office shall, upon request of the Commission, conduct a background investigation to determine the character and reputation of applicants. This will be done by the Sheriff's Office Detective Bureau for new hire applicants.
- D. The Commission may refuse to examine a candidate or, after examination, to certify a candidate as eligible who (1) is found to lack any of the established requirements for the position for which that person has applied, or (2) has intentionally made a false statement in any material fact, or (3) is addicted to the habitual use of intoxicating beverages, narcotics or dangerous drugs, or (4) has ever been convicted of a felony without a full pardon, or (5) any other sufficient fact which, because of business necessity, would be a detriment to holding the position of Deputy Sheriff.
- E. The Commission shall establish a certified eligibility list of candidates who meet the prerequisites of the position, and who have scored a passing grade on the written and oral examinations. The Commission may invite representatives of other law enforcement agencies to participate in the oral interview process. Invitees' scores will be given to the Civil Service Commission for discussion and consideration in accordance with the Commission's rules. Invited law enforcement guests are neutral third parties chosen by their respective departments to participate in the process at the request of the Jefferson County Civil Service Commission. Invitees should be individuals that by rank or assignment have a level of expertise that is beneficial in the final scoring process.
- F. Placement on the certified eligibility list for initial appointment shall be by overall score, weighing the scores on the written and oral examinations, 40 percent each, with the remaining 20 percent taken from the applicants file information. For promotional factor weights, see Section 6 (B)(1). Preference points shall be given to veterans of any wars of the United States as provided by sec. 63.08(1)(f) and 230.16 (7), Wisconsin Statutes.
- G. Every candidate on the eligibility list must, prior to appointment, submit to and pass a psychological, physical and drug test to be conducted by such physician or physicians

as may be designated by the Commission. Such physician shall submit a statement that the applicant is of sound health and has the physical ability to perform the duties, with or without reasonable accommodation, of the position to which he seeks appointment. Cost of such examination shall be borne by Jefferson County. The Commission may also implement a physical agility test for prospective new hires.

- H. The Sheriff, in his or her discretion, may employ an assessment center process as an additional tool for evaluation of the top candidates for both new and promotional positions as certified by the Commission.

**SECTION 6. PROMOTIONS.** Promotions and divisional reassignment shall be made according to this ordinance:

A. **Promotion Eligibility.** Those eligible for promotion shall be limited as follows:

1. Chief Deputy. To take the examination for the position of Chief Deputy, the candidate must have not less than ten (10) years of service with a Sheriff's Office, and not less than five (5) years supervisory experience therein. The candidate must have a Bachelor's degree or the equivalency of 120 college credits. The Sheriff's Office shall, upon request of the Commission, conduct a background investigation to determine the character and reputation of applicants. By the direction and decision of the Sheriff, the background investigation will be completed by a representative of the Human Resources Department, an outside consultant, another law enforcement agency or a combination thereof.
2. Captain. To take the examination for promotion to Captain, the candidate must have not less than seven (7) years of service with the Sheriff's Office and not less than three (3) years supervisory experience therein.
3. Sergeant. To take the examination for promotion to Sergeant, a candidate must have not less than six (6) years of service with the Sheriff's Office. [Ord. No. 2014-22, 10-14-14]
4. Detective. To take the examination for promotion to Detective, the candidate must have not less than three and one-half (3-1/2) years of service with the Sheriff's Office.

B. **Education – Experience Credit.**

1. An Associate's degree from an accredited college/university shall be deemed the equivalent of six (6) months of service.
2. A Bachelor's degree from an accredited college/university shall be deemed the equivalent of 18 months (1-1/2 years) of service.
3. These equivalents may be used for a successful promotion to a position enumerated in Section 6 (A)(1-4). Only one equivalent may be used on a one time basis only.

**C. Written Examinations.**

1. The process to consider a Sergeant for assignment to a different division or for the promotions to the positions of Chief Deputy, Captain, Sergeant and Detective will be scored as follows: The written test and the oral test shall be given thirty (30) percent weight each. Twenty (20) percent of the final grade shall be based on the job evaluations and other material contained within the employee's personnel file, and another twenty (20) percent of the final score shall be from the "Applicant Profile Questionnaire."
2. Written examinations for the position of Sergeant will be specific for the patrol, detective, support services, and jail divisions. If an individual already holding the rank of Sergeant desires to be eligible for a Sergeant's position in another division, that Sergeant must take the written examination for the Sergeant's vacancy in that division. The number of applicants advancing from the written test to the Civil Service Commission interview is unlimited, as long as a passing score has been received.
3. Written test scores will be valid for a period of 6 months. Test scores kept on file during this time period are division specific (patrol, detective, support services and jail). If a Sergeant's position becomes available in another division, an existing Sergeant must take the written test for that specific division.
4. Written test scores and the scored "Applicant Profile Questionnaire" will not be available to the Commission prior to oral interviews. The Commission shall notify applicants of their respective scores by mail.

**SECTION 7. APPOINTMENTS.**

- A. Whenever a vacancy is to be filled, the Sheriff shall make appointments to the position from the list of applicants who are certified as eligible by the Commission. The Commission shall certify to the Sheriff the names of all persons with the three highest scores on the eligibility list, from which the Sheriff shall make his selection. If more than one vacancy is to be filled, the Commission may certify the names of all persons at the next highest score if the Commission concludes that the three highest scores do not provide a sufficiently large field of eligible candidates.
- B. Appointments by the Sheriff shall be made within twenty (20) days after receipt of the certified list from the Commission.
- C. Deputy Sheriffs appointed according to the provisions of this ordinance shall hold office on good behavior and shall not be dismissed from such office or demoted or suspended except as provided in this ordinance.
- D. All full-time Deputy Sheriffs whose classifications are covered by this ordinance are granted civil service status which shall continue without further examination or

appointment, except examination will be required when said Deputy Sheriff seeks a position which constitutes a promotion to a higher classification.

- E. The number of full-time Deputy Sheriffs in the classification covered by this ordinance shall be determined annually by the Jefferson County Board.
- F. Appointments made pursuant to this ordinance shall be probationary for a period of eighteen (18) months and may be terminated by the Sheriff and the Commission acting jointly at any time during such probationary period. [Ord. No. 2014-03, 04-15-2014]

#### **SECTION 8. DISCIPLINARY PROVISIONS.**

- A. Any member of the Jefferson County Sheriff's Office covered by this ordinance may be suspended, demoted or discharged in accordance with sec. 59.26(8)(b) Wisconsin Statutes.
- B. The grievance committee required by sec. 59.26(8)(b), Wis. Stats. shall consist of the members of the Human Resources Committee of the Jefferson County Board.

#### **SECTION 9. GENERAL PROVISIONS.**

- A. No person holding the position of Deputy Sheriff under this ordinance shall, during the hours when he is on duty, engage in any form of political activity calculated to favor or improve the chances of any political party or any person seeking or attempting to hold political office, nor shall he engage in or appear at any political activity, gathering or profit-making function while off duty and in uniform. This provision is not intended to abridge or interfere with the rights of deputies to engage in political activities during off duty hours, but rather is designed to avoid the appearance of the support of the Jefferson County Sheriff's Office for any political candidate, position or cause.
- B. In the event a Deputy Sheriff is elected Jefferson County Sheriff, his appointment as a Deputy Sheriff shall terminate upon his executing and filing the official bond and official oath as Sheriff, unless prior thereto, he requests in writing from the Commission a leave of absence during his term of office as Sheriff. If such leave of absence is granted, such deputy shall be reinstated in the classification of Deputy Sheriff upon his completion of his duties as Sheriff.
- C. Policies, rules, regulations and duties of the personnel in the Department shall be established by the Sheriff and incorporated in the Department's policy manual.
- D. The Sheriff shall prepare Department rules for the general administration and efficient operation of the Department. Such rules shall be known as the "Department Rules", and Deputy Sheriffs shall be required to conduct themselves in accordance with such rules. Failure so to do shall be cause for discipline.
- E. The rights of a Deputy Sheriff in military service of the United States government shall be governed by applicable federal and state laws.

F. Pursuant to sec. 59.26(8)(d), Wisconsin Statutes, the County Board has the power to repeal this ordinance at any time by a vote of three-fourths of the members elect.

**SECTION 10. SEVERABILITY.** The provisions of this ordinance are severable and provisions or sections which may hereinafter be declared to be illegal or unconstitutional shall be declared repealed and the remainder shall not be affected thereby.

**SECTION 11.** All other ordinances in conflict with this ordinance are hereby repealed.

**SECTION 12.** The pay range previously applicable to the position of Lieutenant shall be applicable to the position of Captain.

**SECTION 13. EFFECTIVE DATE.** This ordinance shall be effective after passage and publication as provided by law.

Adopted: 06-12-2012

Last amended: 04-15-14; 10-14-14

### 9.26(8)(b) – Civil Service Grievance Committee

- . The persons appointed shall hold the office of deputy sheriff on good behavior. In any county operating under this subsection, but not under s. 59.52 (8), whenever the sheriff or undersheriff or a majority of the members of a civil service commission for the selection of deputy sheriffs believes that a deputy has acted so as to show the deputy to be incompetent to perform the duties of deputy sheriff or to have merited suspension, demotion or dismissal, the sheriff, undersheriff or civil service commission shall report in writing to the grievance committee setting forth specifically the complaint against the deputy, and, when the party filing the complaint is a sheriff or undersheriff, may suspend or demote the officer at the time such complaint is filed. The grievance committee shall be appointed in the same manner and at the same time as standing committees of the board are appointed. The committee may be made up of members of the board or other electors of the county, or both. Such members shall be paid in the same manner as members of other board committees.
- . The grievance committee shall immediately notify the accused officer of the filing of the charges and on request furnish the accused officer with a copy of the same.
- . The grievance committee shall, if the officer requests a hearing, appoint a time and place for the hearing of the charges, the time to be within 3 weeks after the filing of such request for a hearing and the committee shall notify the sheriff or undersheriff or the members of the civil service commission, whichever filed the complaint with the committee, and the accused of the time and place of such hearing. If the accused officer makes no request to the grievance committee, then the committee may take whatever action it considers justifiable on the basis of the charges filed and shall issue an order in writing as provided in subd. 5. The committee may take testimony at the hearing, and any testimony taken shall be transcribed. The chairperson of the committee shall issue subpoenas for the attendance of such witnesses as may be requested by the accused.
- . At the hearing the chairperson of the committee may maintain order and enforce obedience to the chairperson's lawful requirements. If a person at the hearing acts in a disorderly manner and persists after notice from the chairperson, the chairperson may order the person to leave the hearing. If the order is refused the chairperson may order the sheriff or other person to take the disorderly person into custody until the hearing is adjourned for that day.
- . At the termination of the hearing the grievance committee shall determine in writing whether or not the charge is well-founded and shall take such action by way of suspension, demotion, discharge or reinstatement as it considers requisite and proper under the circumstances and file the same with the secretary of the committee.
- m.** No deputy may be suspended, demoted or discharged by the grievance committee under subd. 3. or 5., based on charges filed by the sheriff, undersheriff or a majority of the members of the civil service commission for the selection of deputies unless the committee determines whether there is just cause, as described in this subdivision, to sustain the charges. In making its determination, the committee shall apply the following standards, to the extent applicable:
  - . Whether the deputy could reasonably be expected to have had knowledge of the probable consequences of the alleged conduct.
  - . Whether the rule or order that the deputy allegedly violated is reasonable.
  - . Whether the sheriff, before filing the charge against the deputy, made a reasonable effort to discover whether the deputy did in fact violate a rule or order.
  - . Whether the effort described under subd. 5m. c. was fair and objective.
  - . Whether the sheriff discovered substantial evidence that the deputy violated the rule or order as described in the charges filed against the deputy.  
Whether the sheriff is applying the rule or order fairly and without discrimination to the deputy.
  - . Whether the proposed discipline reasonably relates to the seriousness of the alleged violation and to the deputy's record of service with the sheriff's department.
- . The accused may appeal from the order to the circuit court by serving written notice of the appeal on the secretary of the committee within 10 days after the order is filed. Within 5 days after receiving written notice of the appeal, the board shall certify to the clerk of the circuit court the record of the proceedings, including all documents, testimony and minutes. The action shall then be at issue and shall have precedence over any other cause of a different nature pending in the court, which shall always be open to the trial thereof. The court shall upon application of the accused or of the board fix a date of trial, which shall not be later than 15 days after such application except by agreement. The trial shall be by the court and upon the return of the board, except that the court may require further return or the taking and return of further evidence by the board. The question to be determined by the court shall be: "Upon the evidence is there just cause, as described under subd. 5m., to sustain the charges against the accused?" No costs shall be allowed either party and the clerk's fees shall be paid by the county. If the order of the committee is reversed, the accused shall be forthwith reinstated and entitled to pay as though in continuous service. If the order of the committee is sustained it shall be final and conclusive.